

## NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

### **Registration or Request for Copy of Solicitation**

**Submit FAX or E-MAIL to:**      FAX No.:      (808) 587-1244  
E-mail Address:      [michael.b.clack@hawaii.gov](mailto:michael.b.clack@hawaii.gov)  
or  
[marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov)

### **Provide the following information:**

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)
- Name of Contact Person
- E-Mail Address

**State of Hawaii  
Department of Public Safety  
Corrections Division**

PROCUREMENT NOTICE DATE: April 29, 2010

REQUEST FOR PROPOSALS  
No. PSD 10-COR-09

SEALED PROPOSALS  
FOR  
AN

INMATE PAY TELEPHONE SYSTEM (ITS)  
FOR  
CORRECTIONAL FACILITIES STATEWIDE

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON JUNE 24, 2010

IN THE ADMINSTRATIVE SERVICES OFFICE, 919 ALA MOANA BOULEVARD, ROOM 413,  
HONOLULU, HAWAII 96814. DIRECT QUESTIONS RELATING TO THIS SOLICITATION IN  
WRITING TO MARC YAMAMOTO, FACSIMILE (808) 587-1244 OR E-MAIL AT  
[marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov).

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Clayton A. Frank  
Director

PSD 10-COR-09

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Name of Company

## Table of Contents

	<u>Page</u>
Table of Contents	i
Section One - Timetable	1
Section Two - Overview & Technical Requirements	2
Section Three – Proposal Format & Content	23
Section Four – Evaluation Criteria & Contractor Selection	26
Section Five - Special Provisions	28
Section Six - Attachments:	
Exhibit 1:        Estimated Monthly Calls and Time Duration	
Offer Form:        Offer Form pages OF-1 through OF-7	
Offer Form pages OF-8a through OF-8g	
Commission Received	
Wage Certificate	
SPO Form 22 – Certification of Compliance for Final Payment	
Exhibit A    Surety Proposal Bond	
Exhibit B    Performance Bond (Surety)	
Exhibit C    Performance Bond	
Exhibit D    Labor and Material Payment Bond (Surety)	
Exhibit E    Labor and Material Payment Bond	
Exhibit F    Combination Performance and Payment Bond	

## SECTION ONE

### TIMETABLE

#### 1.0 TIMETABLE

The following timetable represents the State's best estimate of the schedule that will be followed. The State reserves the right to change the schedule via addendum. All time is shown as Hawaii Standard Time (HST).

Advertising of Request for Proposals	April 29, 2010
Correctional Facility Site Visit <ul style="list-style-type: none"><li>➤ May 17 - Oahu Community Correctional Center: 8:00am-9:00am Halawa Correctional Facility: 10:00am-11:00am Waiawa Correctional Facility: 1:00pm-2:00pm Women's Community Correctional Center: 3:00-4:00pm</li><li>➤ May 18 - Maui Community Correctional Center: 8:00-9:00am</li><li>➤ May 19 - Hilo Community Correctional Center: 8:00-9:00am</li><li>➤ May 20 - Kauai Community Correctional Center: 8:00-9:00am</li></ul>	May 17, 2010 TO May 20, 2010
RFP Pre-proposal Meeting	May 21, 2010
Deadline to Submit Written Questions	May 28, 2010
State's Response to Written Questions	June 4, 2010
Proposals Due and Opened	June 24, 2010
Proposal Evaluations	June 28, 2010 TO July 30, 2010
Discussion with Priority Listed Applicants	July 6, 2010 TO July 9, 2010
Best and Final Offer	July 22, 2010
Estimated Contract Award	August 12, 2010
Commencement Date on the Notice to Proceed	September 1, 2010
Installation Completion	October 31, 2010
Installation Acceptance	November 30, 2010
Service Contract Start Date	December 1, 2010

## **SECTION TWO**

### **OVERVIEW and TECHNICAL REQUIREMENTS**

#### **2.0 OVERVIEW**

The Department of Public Safety (PSD) manages seven correctional facilities statewide, including three prisons and four jails that are in each of the four counties (Honolulu, Hawaii, Kauai, and Maui). The average daily inmate population of the PSD's correctional facilities statewide fluctuates between 3,000 to 3,400 inmates per day dependant on the time of year, with additions, moves, or deletions per day.

Inmate pay telephone systems (ITS) have been designed to provide a monitored method for inmates to safely maintain contact with their family and friends, while at the same time providing tools to the correctional facility staff that permit recording, monitoring, and alerts of inmate telephone activities. The PSD currently utilizes an ITS that does not have any of the capabilities as aforementioned.

The PSD is soliciting proposals for the replacement of its current ITS, and the installation and maintenance of a secure, one-way, outgoing, automated, coinless, collect or debit ITS for local/intraLATA, long distance/interLATA, international, and telecommunications device for the deaf (TDD) telephone calls at the PSD's seven correctional facilities statewide. The Department of Public Safety, hereafter referred to as PSD at the following correctional facilities statewide:

The following are the four jails managed by the PSD:

Hawaii Community Correctional Center (14)  
60 Punahale Street  
Hilo, HI 96720

Maui Community Correctional Center (19) \*\*\*will need an additional 1  
600 Waiale Drive  
Wailuku, HI 96796

Kauai Community Correctional Center (2) \*\*\*will need an additional 4  
3-5351 Kuhio Highway  
Lihue, HI 96766

Oahu Community Correctional Center (48) \*\*\*will need an additional 108  
2199 Kamehameha Highway  
Honolulu, HI 96819

The following are the three prisons managed by the PSD:

Halawa Correctional Facility (39)  
99-902 Moanalua Road  
Aiea, HI 96701

Waiawa Correctional Facility (15) \*\*\*will need an additional 7  
94-560 Kamehameha Highway  
Waipahu, HI 96797

Women's Community Correctional Center (17)  
42-477 Kalanianaʻole Highway  
Kailua, HI 96734

The current number of inmate pay telephones (ITS) installed at each correctional facility is shown in parenthesis adjacent to the above site locations. The PSD seeks the removal of any unnecessary ITS, and the replacement, installation, and maintenance of an updated, state-of-the-art ITS in each correctional facility statewide. Other locations may be added in the future, if required or requested, the Contractor shall install and maintain the proposed ITS at any new sites added by the PSD. The purpose of this RFP is to ensure a fully operational, secure, and reliable ITS.

1. Proposals shall describe its capabilities in assuming the responsibilities for the coordination of the removal of any unnecessary ITS with the existing provider (if necessary), and the smooth transition from the PSD's current ITS to the new ITS. This transition should cause minimum service interruptions. New equipment may be installed or legal rights may be acquired to the existing equipment from the current Contractor.
2. Proposals shall include all qualifications necessary to complete the requirements related to this RFP. Proposals shall detail the thorough knowledge and understanding of the PSD's requirements for the replacement, installation, and maintenance of the ITS.
3. Proposals shall clearly specify the willingness to assume the responsibility for all costs and liability associated with the ITS, including the purchase and installation of telephone equipment, programming equipment, service, maintenance and labor, operation, and training. The proposal shall clearly specify the willingness to assume responsibility and liability for hardware and/or software maintenance upgrades and failures. These upgrades shall be provided automatically. The PSD shall bear no responsibility for any costs pertaining to the ITS.

At the time of submitting a proposal, each Contractor will be presumed to have read thoroughly and be familiar with the specifications and requirements so that the Contractor fully understands the scope of all limitations, restrictions and coordination of the work. The failure and/or omission of any Contractor to examine this RFP or the existing condition of all the premises will in no way relieve any Contractor from an obligation with respect to their proposal.

## **2.1 SITE VISIT AND PRE-BID CONFERENCE**

### **2.1.1 SITE VISIT**

Vendors are encouraged to attend the following non-mandatory site visits to inspect the existing conditions of each of the facilities. Any questions resulting from these site visits shall be submitted in writing to the procurement specialist listed on the title page and answered through an addendum. Only responses given via an addendum are official.

Vendors interested in attending the site visit(s) shall contact:

Ms. Rosalina P. Aipopo  
Department of Public Safety  
919 Ala Moana Boulevard, Room 401  
Honolulu, Hawaii 96814

Telephone: (808) 587-1285      Facsimile: (808) 587-2568  
e-mail address: [rosalina.p.aipopo@hawaii.gov](mailto:rosalina.p.aipopo@hawaii.gov)

with the following information: date of visit, facility or facilities to be visited, name of attendee, date of birth, and social security number. Attendees are reminded that they will be in a Correctional facility and that appropriate business attire shall be worn.

May 17, 2010 Oahu Community Correctional Center:	8:00 am – 9:00 am
Halawa Correctional Facility:	10:00 am – 11:00 am
Waiawa Correctional Facility:	1:00 pm – 2:00 pm
Women's Community Correctional Center:	3:00 pm – 4:00 pm
May 18, 2010 Maui Community Correctional Center:	8:00 am – 9:00 am
May 19, 2010 Hilo Community Correctional Center:	8:00 am – 9:00 am
May 20, 2010 Kauai Community Correctional Center:	8:00 am – 9:00 am

#### 2.1.2 PRE-BID CONFERENCE

A non-mandatory pre-bid conference regarding this Request for Proposal (RFP) will be held on May 21, 2010, at 10:00 a.m. (HST) The location will be the, at the Department of Public Safety, Administrative Services Office's conference room, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814. All potential bidders are encouraged to attend this conference and should bring a copy of the RFP in order to have specific questions addressed.

## 2.2 DEFINITIONS AND ACRONYMS

### 2.2.1 GENERAL

CA	Contract Administrator for the resultant contract shall be the Deputy Director for Corrections or his designated representative.
State	State of Hawaii, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Contractor, Bidder, Vendor	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HOPA	Head of Purchasing Agency – Director of PSD.
HRS	Hawaii Revised Statutes
HAR	Hawaii Administrative Rules

GC	General Conditions for Goods and Services dated April 15, 2009 issued by the Department of the Attorney General and available at <a href="http://www4.hawaii.gov/StateFormsFiles/ag008.doc">http://www4.hawaii.gov/StateFormsFiles/ag008.doc</a>
PSD	Department of Public Safety
RFP	Request for Proposals
GET	General Excise Tax
2.2.2 TECHNICAL	
ANI	Automatic Number Identification
Billing Services	The process of recording, rating and reporting charges for telecommunications services.
BRI	Basic Rate Interface
Central Office	A local exchange carrier facility that allows subscriber lines to be connected by switching equipment to other subscriber lines, other central offices, network facilities, or to an inter-exchange carrier.
CLEC	Competitive Local Exchange Carrier
Collect Call	An operator assisted toll call billed to the called party.
CPCN	Certificate of Public Convenience and Necessity
CPE	Customer Premise Equipment-Telecommunication equipment that is located at a customer premise as opposed to equipment located at the premise of a service provider.
Card Calling	Direct dialed and operator assisted calling with charges billed to originator's telephone number.
Digital Signal 0 (DS0)	Digitally encoded data transmitted at a rate of 64Kbps
Digital Signal 1 (DS1)	Digitally encoded data transmitted at a rate of 1.544Mbps and consisting of 24 multiplexed DS0 sub channels
Digital Signal 3 (DS3)	Digitally encoded data transmitted at a rate of 44.736Mbps and consisting of 28 multiplexed DS1 sub channels
Direct Distance Dialing	The automatic establishment of toll calls in response to signals from the dialing device of the originating subscriber.
Directory Assistance	Operator assistance with subscriber requests for unknown telephone numbers outside the LATA of the subscriber's calling location.

FCC	Federal Communications Commission
Frame Relay	A connection-oriented data service that routes packets of data over switch or permanent virtual connections.
Hardware Answer Supervision	An electrical signal generated by the LEC at the distant end of a long distance call to indicate positively that the called phone has answered the call. This tells billing equipment to start timing the call.
Inter-exchange Carrier (IXC)	A common carrier that provides services to the public between local exchanges on an Intra or interLATA basis in compliance with FCC regulations.
Interisland (Local) Calls	Toll calls within the State of Hawaii (island to island); also called intraLATA or intrastate calls
InterLATA (Long Distance) Calls	Toll traffic carried between LATAs by authorized inter-exchange carriers.
IntraLATA (Local) Services	Revenues and functions that originate in one LATA and terminate in the same LATA
IP	Internet Protocol
ISDN	Integrated Services Digital Network
ISP	Internet Service Provider
LAN	Local Area Network
LATA	Local Access and Transport Area-The geographical boundaries within which Designated Carriers are permitted to offer toll service.
LEC	Local Exchange Carrier-The local telephone company authorized by the Hawaii Public Utilities Commission to provide service within specific communities.
NXX	A three-digit central office code that is part of the North American Dialing Plan.
Numbering Plan Area (NPA)	A three-digit area code that is part of the North American Dialing Plan.
Operator Assisted Toll Calling	Operator assisted establishment of toll calls in response to verbal instructions given by the subscriber.
PEG Count	Call attempts that are counted by the switch or other monitoring equipment

Person-to-Person	Operator assisted toll call placed to a specific individual rather than a called location. If the specific individual is not available to take the call, no conversation or billing occurs.
PIC	Primary Inter-exchange Carrier
POP	Point Of Presence-The physical location within a LATA where inter-exchange carriers connect their facilities to those of the local exchange carrier.
PSTN	Public Switched Telephone Network
PUC	Hawaii Public Utilities Commission
Rural	Area not in a standard metropolitan statistical area
Signaling System 7 (SS7)	An internationally standardized common channel signaling method in which a single channel conveys messages relating to multiple calls, circuits and network management.
SMDR (Station Message)	A method of recording customer specific billing
Detail Recording	Information that normally includes the identity of the calling station, the called location, time of day, exchange carrier identity and call duration.
Third Number Billing	Billing of an operator assisted toll call to a station other than the originating or terminating location.
Traffic Study	Study that measures the efficiency and effectiveness of network performance.

## 2.3 TECHNICAL REQUIREMENTS

### I. Inmate Services

Due to the unique nature of correctional facilities, specific types and services of ITS are required.

#### A. Instruments/Equipment

The PSD requires high standards for the security and durability of telephone station instruments/equipment for inmates. Any ITS proposed in response to this RFP must provide details that shall include, but not be limited to, the system design, technical specifications, software applications, and hardware architecture. Any ITS must describe the instruments/equipment (i.e. furnishings, desks, computers, pagers, printers, facsimile machines, system forms, cable, power lines, electrical hookups, cutoff keys for each telephone with control in each correctional facility) it will provide, and how it will provide the following services at minimum:

1. Be operational twenty-four (24) hours a day, 365 days a year without the need for PSD personnel intervention.
2. Be a coinless, collect/debit, sturdy, vandal resistant, steel armored, constructed with no removable parts including ear and mouthpieces, and composed of durable, tamper-free equipment suitable for a jail/prison environment. The inmate telephones shall not have exposed screws, bolts, metal, other hard-substance fasteners, or any other material that can be removed from the telephone without a special security removal device.
3. Telephone station equipment shall be powered by the telephone line, and require no additional power source.
4. Shall install the quantity of telephones requested by the PSD.
5. Shall provide a sufficient number of telephone lines to the ITS to prevent inmates from receiving busy signals more than 1% of the time during the busiest hours
6. Shall provide telephone reception quality at least equal to the quality offered to the general public and shall meet telecommunication industry standards for service quality.
7. Shall have an “amplified” or volume controlled sort of telephone sets.
8. Shall provide hand-held or portable phones as requested by the PSD.
9. Shall comply with all Federal Communication Commission (FCC) and Public Utility Commission regulations; shall provide the patent number and patent holder for the call processing equipment.
10. Shall meet all requirements of the Americans with Disabilities Act (ADA). Special telephones for those inmates with disabilities shall be provided with the ITS at no charge to the PSD.
11. Shall provide the FCC registration number of the interface that connects the system with the local exchange and/or IXC network.
12. Shall allow for rotary telephone call acceptance.

## **B. Inmate Calling Services**

The PSD seeks the replacement of its current ITS, and the installation and maintenance of a secure, one-way, outgoing, automated, coinless, collect/debit ITS for local/intraLATA, long distance/interLATA, international, and TDD telephone calls at the PSD’s seven correctional facilities statewide. Any ITS proposed in response to this RFP must provide details that shall include, but not be limited to, the system design, technical specifications, software applications, and hardware architecture. Any ITS proposed must describe how it will provide the following services as a minimum:

1. All calls shall be delivered to the called party as a collect or debit telephone call for local/intraLATA, long distance/interLATA, international, and TDD calls. Person-to-person or direct-dialed calls of any type will be prohibited.
2. Shall provide outgoing service only. No incoming calls will be permitted to the ITS.
3. Shall supply, load, and maintain a centralized database for authorized/designated PSD staff to obtain validation for each call placed; Shall ensure that no loss of information occurs during cutover. *Proposal must include documentation of the plan to build, update, and access the centralized database.*
4. Shall have a list of telephone numbers that the inmate is permitted to call, also known as a personal allowed numbers (PANs). *Proposal shall describe the validation process (i.e. validation completed within one second or less, termination of unapproved telephone numbers, capability of providing a distinctive tone indicating an unauthorized telephone number was dialed, alert process to a specific workstation or telephone).*
5. Shall have a user-friendly (i.e. Window-based) method to update and otherwise change the called number lists, authorization codes, and other database information. The ITS shall allow off-premise staff to manage the system.
6. Shall have the option for multilingual (i.e. Japanese, Samoan, Micronesian, Tagalog, Ilocano) voice prompts, and shall have the option to process calls on a selective multilingual basis. The inmate must be able to easily select the preferred language in which they will hear the prompts. If requested by the PSD, written dialing multilingual instructions shall be permanently and prominently displayed on /near each inmate telephone. *Proposal must describe how these multilingual prompts work and what languages are available.*
7. Shall offer the called party, an option to receive a rate quote during the call set-up.
8. Shall be directed through an automated operator. Absolutely no access to a "live" operator will be allowed.
9. Shall be capable of call acceptance by the called party (i.e. accomplished by pressing a specified key). *Proposals shall specify the options for call acceptance (i.e. voice affirmation).*
10. Shall be able to recognize when a call is accepted or encounters a busy signal, no answer, facsimile/modem, answering machine, special information tone, or telephone company intercept recordings.
11. Shall provide a pre-recorded announcement identifying that the call is from a specific inmate at the specified correctional facility, and shall clearly identify a collect call to the called party.
12. Shall enable a recorded announcement that will be heard by the called party.

- a. The recorded announcement shall state for example, "This call may be monitored and recorded." The recording shall repeat (#) times. The PSD will approve the recorded announcement and the # of times the recording is repeated.
  - b. If the called party does not accept the call within that time, the call shall be disconnected without charges.
  - c. Charges for the call may only begin at the moment the called party positively accepts the call.
13. Shall prevent an inmate from hearing or being heard by the called party, until the called party has positively accepted the collect or debit call.
14. Shall play a recording to explain to the inmate the reason why the call was not connected to the called party *\*Proposal shall include a list of the available recordings.*
15. Shall limit the inmate to a single call request, and require the inmate to hang-up in order to initiate another call.
16. Shall have the ability to block/restrict the inmate's access to specific phone numbers, area codes, prefixes, voicemail boxes, automated attendants (i.e. Police), 411, 800, 900, 911, 950, or other numbers restricted by the PSD, per telephone, per housing unit, per correctional facility, per inmate, per time/date, per duration, per system basis, while still permitting legal calls.

The ITS shall alert the designated PSD staff that a particular inmate is making a call or "watched" destination number is being called. If requested, the number blocking shall be the full responsibility of the Contractor from a remote or on-site location, without intervention by facility staff. *Proposal shall include the capabilities as well as limitations of the ITS to block numbers, procedures by which facility staff will inform the Contractor of blocked number requests, indicate the time required to implement a block, and the process for completing those calls that would normally be blocked due to controlling LEC (CLEC) issues.*

17. Shall provide free and collect local and long distance unrecorded privileged or legal calls (i.e. Public Defender, Ombudsman) as determined by the PSD. Shall provide the direct dial option for inmates to make privileged or legal calls.
- a. Shall provide the option of only one database for all PSD jail legal and blocked telephone numbers.
  - b. Shall be capable of accepting additions, deletions, and changes through a single manual entry or by downloading a large amount of data at one time with a historical audit trail.
  - c. Shall provide a pre-recorded announcement that identifies the legal call is coming from a specific inmate at the specified correctional facility.
  - d. Shall be capable of immediately (i.e. within 2 hours of discovery) notifying the PSD, of any legal telephone calls recorded in error.

- e. Shall provide a notation in the call detail record that indicates the listening block.
  - f. Shall be capable of allowing entries of the name associated with the legal telephone number and multiple sources (i.e. Yellow Pages, Inmate, etc.) for audit purposes.
18. Shall be capable of automated call time control (turning the phones on and off at preset times).
19. Shall provide for flexible timing restriction per inmate, per month, per correctional facility. Flexible timing restrictions shall be determined by the Warden assigned to the specific correctional facility, and will ultimately be approved by the Institutions Division Administrator.
- a. Capable of adjusting pre-set call duration limits through software at the request of the PSD.
  - b. Duration limits may vary according to the correctional facility, type of call, or temporary restriction.
  - c. Provide a warning tone at two minutes and again at one minute before automatic call termination shall be provided. The call durations should have the ability to be set (i.e. 15 minutes on collect local, long distance, and legal calls).
20. Shall have a fraud prevention feature that randomly interjects pre-recorded announcements throughout the duration of the call.
21. Shall assume all responsibilities for the cost and the accuracy of validation and for fraud and uncollectible collect call. *The PSD will bear no responsibility for fraudulent calls placed from any correctional facility nor will the PSD bear any responsibility for theft or vandalism of inmate telephones or related equipment. The PSD will bear no costs associated with theft, fraud or vandalism, nor will any such costs be deducted from revenues on which the commissions are due to the PSD. The Contractor must assume all responsibility for theft, fraud or vandalism.*
22. Shall be able to shutdown the ITS by cut-off switches at several locations including, but not limited to:
- a. Total facility telephones
  - b. Housing units
  - c. Individual phones
23. Upon detection of three-way call (i.e. call forwarding and conference calls, etc.), shall have the capability to terminate the call or flag the call for follow-up. *Proposal shall be specific in describing how this will be done.*

24. Shall be capable of generating the following reports for the specified correctional facility, at the request (i.e. daily, weekly, monthly, yearly, or real time basis) of the PSD:

a. Financial Reports

- List of collect or debit collect call activity for a date/time range
- List of all financial transactions for a particular inmate (account), for a designated time period
- Debit transaction totals for entire system for a date range
- Revenue bearing calling activity for each station, over a designated period

b. Inmate Reports

- A report for a new inmate showing name, identification, PIN, personal allowed number (PAN) with name and relationship
- A similar report for designated PSD staff, showing each inmate's account, active status, PIN, PAN, and the like
- For a specific number: checks why the inmate is unable to make a call, such as invalid number, inactive status of inmate ID, station privilege, valid number on inmate's calling list, blocks in system or in network

c. Maintenance Reports

- Provides the city and state for a particular number planning area (NPA)-NXX
- Provides the state for a particular NPA
- Provides a list of area codes and exchanges for a designated calling area
- List of all call attempts to invalid area codes
- Shows by hour, number of calls attempted, the number of calls blocked by traffic, and the percentage blocked
- Count for all call activity by trunk ID
- Station Usage report in stacked bar format

d. Investigative Reports

- List of calls made that are alerted by inmate calling, for a designated time period
- List of calls made that are alerted by telephone number, for a designated time period
- List of alerts that have been set up
- List of all telephone numbers in the system, with the blocking, charge, and recording status for each number, and the inmates allowed to call that number
- List of numbers on the allowed list of one inmate, or all inmates. Includes all the parameters for that number (do not record, free, and the like)
- List of numbers on the allowed list of more than one inmate
- List of inmates that are allowed to call a particular number
- List of inmates who have called a particular number during a designated period
- List of numbers called by more than one inmate during a designated period
- List of all telephone numbers blocked by the facility

- List of all telephone numbers that are blocked in all facilities of the agency
  - List of completed calls made by an inmate over a designated time period
  - List of calls attempted with an invalid PIN for a particular correctional facility
  - Chronological list of all call attempts over a designated period (all call records)
  - List of station privileges for one inmate or all inmate
  - List of inmates with telephone accounts suspended
  - List of all calls made where extra dialed digits were detected
  - List of all inmates at a facility
  - List of all transactions for an inmate over a designated period, including calls attempted and completed, financial transactions, and changes to the inmate's telephone account
  - List of inmate accounts transferred in or out of a specific facility during a designated period
  - List of all inmate telephone accounts added during a designated period
  - List of all inmates who have made more than a specified number of calls during a specified time period—Number of calls and time period specified by the authorized/designated PSD staff
  - List of all inmates that have made calls totaling in excess of a specified number of minutes during a specified time period—Number of minutes and time period specified by the authorized/designated PSD staff
  - List of telephone numbers called more than a specified number of times over a specified period (time period and call frequency specified by the authorized/designated PSD staff)
  - List of inmates released and removed from the ITS
  - List of all calls made to a particular telephone number
  - List of all toll-free numbers called by inmates
  - List of all call attempts where a 3-way call attempt was detected
25. Shall provide services with capability to print call detail reports directly from the search screen. After selecting the required parameters, ITS shall have the capability to provide a return list of calls matching the criteria that can be printed in a report format. ITS shall also have the capability to produce call count reports, daily reports as well as frequency reports based on any of the criteria detailed above for monitoring reports or any parameters as defined by the PSD.
26. Security shall be maintained by a multi-level password system based on user access requirements. The system shall allow users to be assigned pre-set security levels, or allow the flexibility to assign individual access permissions based upon specific job requirements. These permissions shall include, but not be limited to, access to inmate accounts, monitoring, call searching, etc. Those users with the administrator level password must have the ability to set user access parameters for other users according to security requirements.
27. Shall also provide the capability to customize reports in a form mutually agreed upon by the PSD.

28. Call detail records shall be stored in at least two locations to avoid the possibility of call detail records being lost. *Proposal shall specify how long call detail records will be accessible online.*
29. Shall have customer service features that allow inmates to report problems with calls or the system. The system will have a historical audit trail of reported problems with calls or the system.
30. Shall have a toll-free communications line/link to each correctional facility.
31. Shall have the ability to perform remote programming, diagnostics, and troubleshooting. Remote visual alarms shall be provided.
32. ITS shall be transmission control protocol/internet protocol (TCP)/(IP) compatible, and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
33. Shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements, including, but not limited to providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with TDD. At PSD's request, portable TDD machines shall be provided at no cost to the PSD.
34. Shall specify when inmates will be able to make calls (i.e. within 24 hours of notification by the PSD of inmate's housing assignment)
35. Shall have the option for a biometrics identification system (i.e. fingerprint, voice recognition, etc.) *Proposals shall specify the type of identification system it can provide.*
36. Shall have the option for a debit application. *Proposals shall specify (i.e. allow for prepayment to a specific inmate's account, provide the inmate with the balance of their debit account at the time of the call) the kind of commissary system it can interface with for the ease of transfer of money from the commissary account to an inmate ITS account.*
37. Shall have the option for a PIN application that may or may not be implemented by the PSD. The PIN is a required inmate authorization code, unique to each inmate to be associated with each called telephone number list.
  - a. PIN application shall work with the ITS using all the features and functionalities described herein
  - b. ITS shall have the capability to provide collect or debit station-to-station calling utilizing a PIN
  - c. ITS shall permit "Allow Lists" associated with each PIN. These "Allow Lists" shall be able to store a set quantity of allowed telephone numbers for each inmate
  - d. ITS shall be capable, upon request by the PSD, to provide specific

information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring purposes:

- Authorized call lists by PIN or identifying numbers
  - Calls by PIN or identifying number
- e. ITS shall have the capability to generate PINs for inmates through the inmate telephones by randomly generating a number unique to the inmate
  - f. If requested by the PSD, the ITS shall interface with the booking system so that the inmate PIN will be automatically transferred to the ITS. PSD shall not be responsible for entering PIN numbers into the ITS when new inmates are added.
  - g. PIN numbers shall be stored in a database that is accessible to authorized/designated PSD staff, depending upon the user's password level
  - h. ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, and attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
  - i. Shall provide detailed information on its capability to disable individual PINs in the ITS (i.e. PINs of released inmates from the PSD shall be deactivated from the ability to place calls within 24 hours of notification by the PSD, notifications shall be in electronic form, changes/updates shall be completed within 24 hours of notification)

### **C. Monitoring and Recording Requirements**

The proposed ITS must provide for digital recording. Proposals shall include information about the make(s) and model(s) of the proposed inmate monitoring device(s), and describe how it will provide the following services as a minimum:

1. Shall comprehensively record all calls. The ITS shall provide a fully integrated recording component for use in recording inmate telephone calls. Inmate telephone administration, conversation monitoring, and conversation recording and playback should all be available from the IT workstation at the facilities.
2. The recorded conversations stored in the ITS must provide security measures to ensure that they have not been tampered with. This security must extend even to recordings that have been transferred to external CD, DVD medium, or transmission by email. The transferred record must include the call record detail (time and date of the call, PIN number, destination number, etc.) of the recorded conversation. *Proposal shall include the level of willingness to provide expert testimony regarding security of the call recordings if required.*
3. Shall utilize hard disk drive arrays for long and short-term storage.
4. Shall utilize self-contained, internal data storage. *Proposal shall specify its capabilities of being stored online for (#) years and its ability to retrieve both*

*conversational recordings and call detail reports for (#) additional years beyond that (#) years online.*

5. Shall allow authorized/designated PSD staff to “lock” call recordings to ensure calls will not be deleted even after the normal online storage period has passed. The call recordings shall remain available online until unlocked.
6. Shall be capable of permitting full monitoring and recording of all calls made from any telephone within the correctional facilities unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
7. Shall be capable of attaching a note to any call record to include information such as case number or other investigative data. This note shall be a permanent part of the call detail record and have the capability to be saved to disk and used in word processing programs like Microsoft Word. Also, the ITS shall have the capability to conduct searches on the information contained within the notes (i.e. case number, inmate name, etc.)
8. Shall record the method in which the call was accepted, denied, or terminated. This information shall be contained within the call detail records, and be included in call detail reports.
9. Shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number. The ITS shall allow the authorized/designated PSD staff to search for calls completed and recorded during a specific time period, originating telephone station number, called number, or calls made by phones assigned to a certain group.
10. Shall accommodate the number of inmate lines in each correctional facility with expansion capability.
11. Shall have the capability of automatically calling and alerting the authorized/designated PSD staff, and offering live monitoring of calls. The ITS shall allow for live monitoring of calls in real time, without any interference to existing recording operation. This feature should be available locally over the workstation speakers, as well as remotely to a telephone number specifically designated by the system administrator. Monitoring shall not be detectable by the callers and the system should be able to allow multiple endpoints to monitor ongoing conversations.
12. All recordings and call data from every site shall be available online via the ITS workstation interface so that system wide investigations may be performed from a central location.
13. Shall allow for setting up “hot” PINs or “hot” destination numbers. When the ITS detects that a call is being made using any of the preprogrammed PINs or destination numbers, the ITS shall automatically call the authorized/designated PSD staff. When personnel receive an alert call from the ITS, they should be prompted for a security code, and then immediately

be able to monitor calls in progress. The recipient should be undetected by the inmate or called party.

14. Shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel be accomplished while continuing to record all input channels. The ITS must provide facility personnel with the ability to search for recorded calls by individual PIN, specific date and time criteria, individual destination numbers, individual inmate telephones, or a group of inmate telephones.
15. Shall provide for continuous online diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem by service center personnel and shall provide failure reports, service history, and other diagnostics.
16. Shall have the capability to copy the conversations onto a CD, DVD, email, or other electronic medium for transport and replay on any computer with audio capabilities.
17. Shall describe how alarms and printed information will be provided.
18. Shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.
19. Shall provide the PSD with requested workstations, working real-time with the ITS for such monitoring, recording, and reporting. The workstations shall include a CD burner. Shall provide the PSD a storage device that is located with the recording equipment in the area designated by the PSD. The storage device shall produce transfer recordings with virtually no loss in quality and shall be capable of placing an audio time and date stamp within the recording. The storage device shall have a monitor amplifier and speaker so that the authorized/designated PSD staff may confirm accurate transfers of the recorded information. *Proposals that seek to provide remote access to the ITS from other computers using an internet/web-based system should provide a detailed explanation of how this would be accomplished. The media provided shall become the property of the PSD.*
20. Shall allow the PSD to provide a separate centrally located operating hard-drive to serve as a backup in the event of equipment failure. The PSD assumes responsibility for the maintenance/repairs of the backup server(s)

## **II. Point of Contact**

- A. Provide names and resumes of individual staff members, consultants, and subcontractors who will be involved in providing these services, including the key contact person for this project. Proposal shall include the years of service, qualifications, address, and telephone numbers.

- B. Describe the method of reporting repair problems and response times for providing services for the correctional facilities. Proposal shall detail the ability to handle an emergency and provide an escalation plan.
- C. Shall have personnel to handle end user requests. Describe procedures for handling customer complaints, refund requests, and blocking of requested telephone numbers. Shall advise on who will provide these services.

### **III. Initial and Ongoing Installations**

- A. Proposal shall include a detailed schedule for the ordering, installation, acceptance testing, cutover, and training of PSD personnel for the proposed ITS. Installations must be completed within sixty calendar days of the commencement date on the Notice to Proceed or October 31, 2010, whichever is later.
- B. Shall agree to obtain PSD's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage. The PSD does not anticipate that such work will be required for the initial installation of the ITS.
- C. Shall agree to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.
- D. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the correctional facilities are at the risk of the awarded recipient of the contract. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this Contract becomes PSD's property upon termination and/or expiration of this Contract.
- E. Shall agree that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable Electronic Industries Alliance (EIA)/Telecommunications Industry Association (TIA) wiring standards for commercial buildings.
- F. Shall install additional telephones and monitoring and recording equipment as needed at no cost to the PSD. This includes expansion to the existing facilities and any newly constructed correctional facilities. This shall be done throughout the Contract period and all subsequent renewal periods.
- G. Shall provide and install adequate surge and lightening protection equipment on all lines used for the ITS. Any electrical work must be coordinated through the PSD's administrative department. *Proposals shall indicate the willingness to use the PSD's list of contracted vendors for the completion of this type of work if the PSD requests,*
- H. Installation of all telephones and related equipment shall be accomplished during normal business hours at each correctional facility, or as directed by the PSD's Administrator or facility's Warden
- I. Shall clean up and remove all debris and packaging material resulting from work performed

- J. Shall restore to original condition any damage to the PSD's property caused by maintenance or installation personnel, including repairs to walls, ceilings, etc.
- K. Shall agree to install, repair, and maintain all provided equipment and lines at no cost to the PSD. All provided equipment, installation, maintenance and repair costs, as well as all costs or losses due to vandalism, shall be the total responsibility of the Contractor
- L. Upon completion of initial installation and ongoing installations, the Contractor shall provide the PSD with a list of station ID numbers, serial numbers, and locations of each unit.
- M. Shall indicate the physical size of any controlling equipment to be installed at the PSD.
- N. Shall indicate any environmental conditions required for the proposed controlling equipment; Shall provide a list of the space, environmental and electrical power requirements for the ITS and associated equipment.
- O. Shall define in detail its intention to subcontract any aspect of the installation, operation, service and maintenance of the ITS.

#### **IV. Training**

Contractor shall provide all pertinent staff of the PSD, adequate training and training materials to successfully operate (i.e. monitor audio recordings of all non-legal calls) the ITS.

- A. The Contractor shall provide training to the PSD's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned during the Contract period at no cost to the PSD.
- B. The Contractor shall make informational pamphlets available for inmates relative to the applicable features and functionalities of the ITS, when requested by the PSD.

#### **V. Transition**

The Contractor shall work with the PSD, its authorized/designated staff, and the incumbent ITS provider to ensure an orderly transition of services and responsibilities under the Contract, and to ensure the continuity of the services required by the PSD.

Upon expiration, termination, or cancellation of the Contract, the Contractor shall cooperate in an orderly transfer of responsibility and/or the continuity of the services required under the terms of the Contract to an organization or company designated by the PSD. The Contractor shall perform all of the following responsibilities:

- A. Shall acknowledge that the call records, documentation, reports, data, etc., contained in the ITS are the property of the PSD.
- B. Shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by the PSD. Shall agree to continue providing all

of the services in accordance with the terms and conditions, requirements, and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date.

- C. All ITS wiring shall become the property of the PSD at the conclusion of the Contract. The Contractor shall agree to remove its equipment at the conclusion of the Contract, in a manner that will allow the reuse of the wiring.

## **VI. General Maintenance**

- A. The Contractor shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Contract. No charge shall be made to the PSD for the maintenance of the ITS.
- B. The Contractor shall be responsible for supplying all backup tapes/disks for the storage of calls at no cost to the PSD.
- C. The Contractor shall maintain all cable related to the ITS, whether reused or newly installed.
- D. The Contractor shall respond to repair requests from the PSD's authorized/designated staff by promptly arriving at the site after reasonable notice has been given, on a twenty-four (24) hours a day, seven (7) days a week basis, 365 days a year. Technical support must be provided twenty-four (24) hours a day.
- E. Repairs or replacement shall be started by a qualified technician within eight (8) hours following notification of a service request or ITS failure. The Contractor shall exhibit to the PSD, a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem.
- F. Failure to comply with the Contract may result in a monetary fine for each day after the stated "grace" period, until the Contractor is in compliance.
- G. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Contractor shall assume liability for any and all such damages. In addition, the Contractor shall ensure that all inmate telephones are operable and maintained at an acceptable level.

## **VII. References**

Proposals shall include references where the equipment and services similar to the equipment and services for a correctional facility under consideration in this RFP were provided. Include the name of the correctional facilities, mailing address, telephone number, the name of a contact person and title, and e-mail address. The PSD may contact the references at any time during the review of the proposals.

All operational maintenance will be coordinated with the contracting officer and the PSD, but be provided by the Contractor. Each case of trouble reported to the Contractor for action will be researched as to the cause and documented in the trouble logbook along with the action that resolved the trouble. A notation stating only that the problem was resolved is not acceptable. The trouble logbook shall remain at a PSD specified location

The Contractor will perform system checks and preventative maintenance on a monthly basis to ensure the system is operating at optimum efficiency and performance. A system check and preventative maintenance logbook, that includes the findings & action taken, will be maintained by the Contractor and remain at a PSD-specified location.

The Contractor will maintain a history report of each system change to include: date and time change, facilities affected, change implemented, testing completed and the date of acceptance of the change by the PSD authorized/designated staff. A copy of the history report will be given to the PSD.

## **VIII. Rates and Billing Procedures**

The Contractor shall submit a request in writing to receive approval from the PSD for any rate increases and/or decreases for inmate telephone calls before new rates are implemented. The PSD will respond in writing, to the Contractor's request. Should the Contractor increase the calling rates without the express written approval of the PSD, the Contractor must issue credits to all customers that are overcharged. The Contractor shall implement any mutually agreed rated adjustments requested by the PSD within 30 days of said request, subject to regulatory approval.

Any additional fees to be added to the called party's bill must be approved by the PSD and shall be considered part of the gross revenue. The said additional fees shall be commissioned at the proposed commission rate.

The Contractor shall detail any and all additional charges and fees that will appear on the called party's local phone bill. Prohibited fees shall include the following: bill rendering fees, single bill fees, Universal Service Fund (USF) administrative fees, and any fee that was not disclosed in the proposal.

Failure to comply with the Contract may result in a monetary fine for each day after the stated "grace" period, until the Contractor is in compliance.

## **IX. Commission**

The components of charge-call (coinless) telephone service outlined in this RFP may have varying sales and income generating capabilities for different Contractors. This section is designed for the financial evaluation of bids based on the commission percentages offered. The commission for charge-call (coinless) service will be based on the total combined monthly sales for all locations in this contract during the contract period specified. PSD may request the percentage commission be broken out according to local, toll, long distance, international, and potentially debit canteen (inmate commissary). Proposals shall include information about the commission, and describe how it will provide the following services as a minimum:

- A. Shall explain in detail how commissions will be paid. Define any terms used. Explain cost containment as it applies to commissions versus fees or costs to inmate families.
- B. Shall list any additional forms of compensation that will be provided beyond the proposed commission schedule.

- C. Shall list and explain any additional services offered beyond the scope of the technical requirements that could affect commission payments.
- D. Shall provide a complete schedule of commissions offered pursuant to this RFP; shall indicate what call traffic the Contractor is authorized to handle, how such traffic will be billed, and the commission that will be paid on that call traffic. Define percentage in each case (i.e. % of gross billable revenue, gross revenue received, net, etc.)
- E. Shall clearly specify the willingness to the PSD's Terms & Conditions for commissions. Commissions shall be paid monthly and shall be accompanied by a correctional facility report which shall include the following information:
  - 1. Date of report and time period covered.
  - 2. Total billed revenue (i.e. local/intraLATA , long distance/interLATA).
  - 3. Statement of Accuracy signed by an authorized representative of the provider.
  - 4. The first commission check shall be paid within forty-five (45) calendar days following the first month that revenues are received for the calls billed
  - 5. Failure to pay the correctional facility commissions on a regular, monthly basis shall be grounds for the PSD to terminate, without penalty, any agreement executed pursuant to this RFP.

#### **X. OTHER REQUIREMENTS**

All equipment/applications time sync of the ITS will be within one (1) minute of each other at all times. If there is more than one (1) minute difference, the Contractor will correct this discrepancy within thirty-six (36) hours of written notification from the PSD. Failure to comply may result in a monetary fine for each day, until the time sync for the entire ITS is within one (1) minute.

## SECTION THREE

### PROPOSAL FORMAT AND CONTENT

#### 3.0 INTRODUCTION

One of the objectives of this RFP is to make proposals preparation easy and efficient, while providing an ample opportunity to highlight the proposal. The evaluation process must also be manageable and effective. When a proposal is submitted, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks identified as necessary to successfully complete the obligations outlined in this RFP. The proposal shall describe in detail the ability and availability of services to meet the goals and objectives of this RFP as stated in

Proposals must include the following:

1. Include a transmittal letter to confirm that the Applicant shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Applicant's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Applicant's proposal.
3. If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
  - a. The general scope of work to be performed by the subcontractor;
  - b. The subcontractor's willingness to perform for the indicated.
4. Provide all of the information requested in this RFP in the order specified.
5. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.
  - a. Transmittal Letter  
See Section Six, Attachment 1, Offer Form OF-1.
  - b. Experience and Capabilities. *Refer to 3.1 for further.*
    - 1) Client listing.
    - 2) Number of years in business.
    - 3) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
    - 4) Listing of references.
    - 5) Summary listing of judgments or pending lawsuits or legal actions.
    - 6) Samples of projects similar to those described in this RFP.
  - c. Proposal including an overall strategy, timeline and plan. *Refer to 3.2 for further.*
  - d. Pricing. *Refer to 3.3 for further details.*

See Section Six, Attachment 2, Offer Form OF-2.

e. Exceptions. *Refer to 3.4 for further details.*

### **3.1 EXPERIENCE AND CAPABILITIES**

Proposals shall include information about the experience and capabilities to replace, install, and maintain an ITS as listed in the RFP, and will provide the following as a minimum:

- (1) Shall provide a list, complete with addresses, phone numbers and primary contact person, of all correctional facilities that have successfully operated an ITS from the Contractor, within the past five (5) years. Include a general description each operation.
- (2) Shall provide a list of the names, titles, and responsibilities of the key personnel who will be involved in this project.
- (3) Shall provide a step-by-step process, in the form of a schedule, for the implementation of the ITS at the PSD's correctional facilities statewide.
- (4) Shall provide a certified financial statement.
- (5) Shall list any experiences in the past seven (7) years when the Contractor, or a related company, partners, or officers of the Contractor experienced delays to complete a contract; shall list any judgments or pending lawsuits or actions against the Contractor or related company, partners, or officers in the past seven (7) years; Shall list any adverse contract actions, including termination(s), suspension, imposition of penalties, patent or licensing infringement claims, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations by the Contractor in the past seven (7) years. If none, so state.
- (6) Shall provide documentation that the Contractor has satisfied all State and Federal requirements to provide inmate phone service.
- (7) Shall provide copies and detailed explanations of all informal and formal complaints or proceedings involving the Contractor and the FCC and all Public Service Commissions in the states where the Contractor is conducting business.

Contractor must be licensed by the Federal Communications Commission as a common carrier on a nationwide basis and possess all other State and Federal licenses required of a common carrier of inter-LATA, interstate and international telecommunications services or have an existing agreement with a carrier possessing the required licenses. Furthermore, by submitting a proposal for the requested service, the bidder hereby certifies that it or its carrier is currently in compliance with all FCC and PUC rules and regulations for long distance telephone service. Any failure on the part of the Contractor or its carrier to continue such compliance shall be cause for termination of the contract. Bidder must submit a copy of Hawaii PUC Certificate of Public Convenience and Necessity with their Technical Proposal.

Contractor shall comply and must meet all requirements listed in Section 3, Technical Requirements.

### **3.2 PROPOSAL, STRATEGY AND PROJECTED TIMETABLE**

Proposal shall include an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

### **3.3 PRICING**

Refer to Section Six, Attachment 2, for Offer Form OF-2.

### **3.4 EXCEPTIONS**

Applicant shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Applicant shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

## SECTION FOUR

### EVALUATION CRITERIA AND CONTRACTOR SELECTION

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

**The total number of points used to score this contract is 100.**

#### 1. Commission to be received by the State (10)

Maximum points shall be awarded to the vendor proposing the highest commission rate to be paid to the State.

*Maximum points awarded = 15 points X Bidder's Proposed Commission Rate / Highest Commission Rate Offered*

Example: Bidder A offers commission rate of 10%  
Bidder B offers commission rate of 15%

Bidder A score = 10 points x 10/15 = 6.67 points

Bidder B score = 10 points x 15/15 = 10.00 points

#### 2. Rates charged to inmates. (20)

Local calls (10) = 10 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate

Long distance calls (6) = 6 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate

International calls (4) = 4 points X Lowest rx charged to Inmate/Bidder rx charged to Inmate

Maximum points shall be awarded to the vendor proposing the lowest rate to be charged to the Inmate. Evaluations shall be based on a ten minute call.

Example: Local Call Rx      Long Distance Call Rx      International Call Rx

**Bidder A**    \$1.00 for 10 min    \$1.00 + \$0.05/min ave rx    \$1.00 + \$0.50/min ave rx

Score      **10** X [1.00/1.00]      **6** X  $\frac{[1.00 + (.05/\text{min} \times 10 \text{ min})]}{[1.00 + (.05/\text{min} \times 10 \text{ min})]}$       **4** X  $\frac{[1.00 + .50/\text{min} \times 10 \text{ min})]}{[1.00 + .50/\text{min} \times 10 \text{ min})]}$   
             = 10                                = 6                                = 4  
             total score Bidder A = 20

**Bidder B**    \$1.85 for 10 min    \$1.85 + \$0.10/min ave rx    \$1.85 + \$1.00/min ave rx

Score      **10** X 1.00/1.85      **6** X  $\frac{[1.00 + (.05/\text{min} \times 10 \text{ min})]}{[1.85 + (.10/\text{min} \times 10 \text{ min})]}$       **4** X  $\frac{[1.00 + (.50/\text{min} \times 10 \text{ min})]}{[1.85 + (1.00/\text{min} \times 10 \text{ min})]}$   
             = 5.405                                = 3.158                                = 2.025  
             total score Bidder B = 10.588

#### 3. Number of Features (40)

Contractor will submit a list of features the ITS will provide the PSD.

**4. Projects of Equal to or Greater than Size and Complexity (15)**

Contractor will submit a list of their recent projects of correctional facilities. These projects will be of equal or greater size and complexity than the Department of Public Safety requested ITS. Projects will be reviewed and rated for planning, completeness and timeliness.

**5. Project Proposal (15)**

Review and evaluate plan (10) and schedule (5).

## **SECTION FIVE**

### **SPECIAL PROVISIONS**

#### **5.1 SCOPE**

The providing of an ITS for correctional facilities statewide shall be in accordance with these Special Provisions, Specifications, and GC, as revised, included by reference. Copy of the GC is available on the Internet at <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

#### **5.2 TERM OF CONTRACT**

Contractor shall enter into a contract for an operational period of sixty (60) months, commencing upon the Installation Acceptance Date.

The contract may be extended by mutual agreement without the necessity of rebidding for up to two (2) additional twelve (12) month periods, or parts thereof, provided that the contract price for the extended periods shall remain the same as or lower than the contract price for the original term.

The State or the Contractor may terminate any extended contract period upon at least one-hundred twenty (120) calendar days prior written notice.

#### **5.3 CONTRACT ADMINISTRATOR**

For purposes of this contract, Mr. Tommy Johnson, Deputy Director for Corrections, or his appointed designee telephone (808) 587-1340, is the designated Contract Administrator.

#### **5.4 OVERVIEW OF THE RFP PROCESS**

- a. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Applicants' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Applicants become the property of the State and may be returned only at the State's option.

- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Applicants submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Applicants who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Applicant's proposal before the BAFO is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Applicants who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Applicants will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Applicants prior to the submission of the BAFO.
- h. The date and time for Applicants to submit their BAFO, if any, is indicated in Section 1.04, RFP Schedule and Significant Dates. If Applicant does not submit a notice of withdrawal or a BAFO, the Applicant's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Applicant whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Applicant and the State agree are confidential and/or proprietary should be identified by the Applicants and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Applicant's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

## **5.6 CONFIDENTIAL INFORMATION**

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the

Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Contractor shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

## **5.7 REQUIRED REVIEW**

Contractor shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter must be made in writing and should be received by the PSD-ASO/PC prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3. This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Applicant's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Applicant's proposal, if the exception is unresolved by the Proposal Due date.

## **5.8 QUESTIONS PRIOR TO OPENING OF PROPOSALS**

All questions must be submitted in writing and directed to the PSD-ASO/PC, via mail, facsimile (808) 587-1244 or e-mail at [marc.s.yamamoto@hawaii.gov](mailto:marc.s.yamamoto@hawaii.gov). The State will respond to written questions by the date indicated in Section One, 1.04 RFP Schedule and Significant Dates, or as amended.

## **5.9 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

## **5.10 OFFER ACCEPTANCE PERIOD**

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Applicant shall remain firm for a sixty (60) day period.

## **5.11 PROPOSAL AS PART OF THE CONTRACT**

This RFP and all or part of the successful proposal may be incorporated into the contract.

## **5.12 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS**

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (supplemental agreement) signed by the PSD and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

## **5.13 PROTEST**

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on to "Awards" link.

Click on to "Contracts for Goods, Services and Construction"

Click on to "Search"

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box.

Review descriptions and select "Contract/PO No." link to view award information.

## **5.14 DOWNLOADED SOLICITATION**

Contractor is advised that if interested in responding to this solicitation, Contractor may choose to submit its offer on a downloaded document from the Internet **provided** Contractor registers its company by fax or e-mail for this specific solicitation. If Contractor does not register its company, Contractor will not receive addenda, if any, and its offer may be rejected and not considered for award.

## 5.15 GOVERNING LAW: COST OF LITIGATION

The laws of the State of Hawaii shall govern the validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

## 5.16 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Applicant of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Applicant must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

## 5.17 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Applicant's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Applicant's intent to be bound.

- b. **BOND REQUIRED:** Pursuant to HRS, §102-6, Deposits of legal tender, etc., to accompany bid.
  - 1) All bids shall be accompanied by a deposit of legal tender or by a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, in a sum not less than five per cent of the amount bid, payable at sight or unconditionally

assigned to the officer advertising for tenders; provided that when the amount bid exceeds \$50,000, the deposit shall be in a sum not less than \$2,500 plus two per cent of the amount in excess of \$50,000.

If the bid deposit is in the form of a surety bond, it shall be issued in accordance with subsection 2).

- 2) A bid may be accompanied by a surety bond executed to the officer calling for bids by the bidder as principal and by any bonding company listed in the United States Treasury List; provided that the bond furnished by any surety listed shall not exceed the bonding capacity rating of that surety on the Treasury List; in a sum of equal amount, conditioned upon the bidder entering into the contract and furnishing satisfactory security within ten days after the award or within any further time as the officer may allow, if the bidder is awarded the contract.

- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Contractors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Contractor is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Contractor shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Contractor not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.
- e. **Original Proposal and Copies to be Submitted.** Applicant shall submit one (1) original proposal marked "ORIGINAL" and five (5) copies of the original marked "COPY". It is imperative to note that the Applicant submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL.

Applicant is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Applicant is cautioned that the reviewers may automatically reject illegible offers of any item(s) to avoid any errors in interpretation during the evaluation process.

Costs for developing the Proposal are solely the responsibility of the Applicant, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

- f. All proposals become the property of the State of Hawaii.
- g. Copies of documents transmitted by Applicants via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

- h. Wage certificate. The Contractor shall complete and submit a Wage Certificate by which the Contractor certifies that services required will be performed pursuant to §103-55, HRS.

#### **5.18 SUBMISSION OF PROPOSAL**

Offers shall be received at the PSD-ASO/PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than the date and time stated in Section 1.04, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the PSD-ASO/PC time stamp clock. Offers received after the deadline shall be returned unopened.

If the Applicant chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly PSD-ASO/PC, but to a central mailroom. This may cause a delay in receipt by the PSD-ASO/PC and the offer may reach the PSD-ASO/PC after the deadline, resulting in automatic rejection.

#### **5.19 PRICING**

Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

**The pricing shall be the all-inclusive cost to the State and no other costs will be honored.**

#### **5.20 ECONOMY OF PRESENTATION**

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Applicant's proposal, it shall be provided within four (4) business days.

#### **5.21 PROPOSAL OPENING**

Proposals will be opened at the date, time, and place specified in Section One, or as amended. **Proposals shall not be opened publicly**, but shall be opened in the presence of two or more procurement officials. The register of proposals and Applicant's proposals shall be open to public inspection after all parties sign the contract.

#### **5.22 EVALUATION OF PROPOSALS**

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Applicants who submit

proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Applicant's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible applicants who submitted the highest-ranked proposals.

#### **5.23 DISCUSSION WITH PRIORITY LISTED APPLICANTS**

Priority listed applicants shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.04.

#### **5.24 CANCELLATION OF RFP AND PROPOSAL REJECTION**

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Applicant in the event this RFP is cancelled or a proposal is rejected.

#### **5.25 ADDITIONAL TERMS AND CONDITIONS**

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

#### **5.26 CONTRACT EXECUTION**

The successful Contractor shall be required to enter into a formal written contract. Performance and payment bonds are required for this RFP.

Pursuant to HRS, **§102-11 Security for performance; conditions.**

- (a) Before any contract is entered into, the successful bidder shall give security for the performance thereof as follows:
  - (1) For a concession required to provide security under the contract in an amount less than four months' rental and other charges, if any:
    - (A) A good and sufficient bond;
    - (B) A deposit of legal tender; or
    - (C) A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration; and
  - (2) For a concession required to provide security under the contract in an amount equal to or greater than four months' rental and other charges, if any: a good and sufficient bond.

- (b) All security provided under this section shall:
- (1) Be conditioned on the full and faithful performance of the contract in accordance with the terms and intent thereof;
  - (2) Be in an amount not less than two months' rental and other charges, if any, required under the contract; provided that any contract for the sale and delivery of in bond merchandise at Honolulu International Airport shall require a bond in an amount not less than four months of the highest minimum annual rental guaranty required under the contract; and
  - (3) By its terms inure to the benefit of the State or of the county, as the case may be.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

## **5.27 LIABILITY INSURANCE**

The Contractor shall be responsible for any and all injury or damage as a result of the Contractor's negligence involving any equipment or services outlined under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the PSD, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent acts. The Contractor also agrees to hold the PSD, including its agencies, employees, and assigns harmless for any negligent act or omission committed by any subContractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, ASO-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii, Department of Public Safety, is added as an additional insured in respect to operations performed for the State of Hawaii."

3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

## **5.28 PAYMENT OF COMMISSIONS TO STATE**

Refer to page 21, Section 2.3.IX Commissions.

The first commission check shall be paid within forty-five (45) calendar days following the first month that revenues are received for the calls billed; shall include a summary of calls made from each facility (by type: local, intra-lata, inter-lata and international) and the detail for each call made by facility and a Statement of Accuracy.

Commission checks made payable to "Department of Public Safety" and documentation shall be mailed to:

Ms. Joy Windham  
Department of Public  
919 Ala Moana Boulevard, Room 401  
Honolulu, Hawaii 96814

Failure to pay the correctional facility commissions on a regular, monthly basis shall be grounds for the PSD to terminate, without penalty, any agreement executed pursuant to this RFP.

## 5.29 AWARD

**Method of Award.** The award will be made to the responsive, responsible Applicant whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

**Responsibility of Lowest Responsive Applicant.** Reference HRS Chapter 103D-310(c). If compliance documents have not been submitted to the PSD-ASO/PC prior to award, the lowest responsive applicant shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to HRS §103D-328, lowest responsive Applicant shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the PSD-ASO/PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): [http://www.hawaii.gov/tax/a1\\_1alphalist.htm](http://www.hawaii.gov/tax/a1_1alphalist.htm)

DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Applicant, and must be submitted directly to the DOTAX or IRS and not to the PSD-ASO/PC. However, the tax clearance certificate shall be submitted to the PSD-ASO/PC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to HRS §103D-310(c), the lowest responsive Applicant shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and

Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the PSD-ASO/PC. A photocopy of the certificate is acceptable to the PSD-ASO/PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH HAR SECTION 3-122-112*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Applicant who in turn shall submit it to the PSD-ASO/PC.

The application for the certificate is the responsibility of the Applicant, and must be submitted directly to the DLIR and not to the PSD-ASO/PC. However, the certificate shall be submitted to the PSD-ASO/PC.

**Compliance with Section 103D-310(c), HRS, for an entity doing business in the State.** The lowest responsive Applicant shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the PSD-ASO/PC. A photocopy of the certificate is acceptable to the PSD-ASO/PC.

To obtain the Certificate, the Applicant must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Applicants are advised that there are costs associated with registering and obtaining the Certificate.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Contractors/Contractors" menu.

**Hawaii Compliance Express.** Alternately, instead of separately applying for these paper certificates at the various state agencies, Contractors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://Contractors.ehawaii.gov> to acquire a "Certificate of Contractor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Contractor Compliance" indicating that Contractor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Contractors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Contractors choosing not to participate in the HCE

program will be required to provide the paper certificates as instructed in the prior sections.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the PSD-ASO/PC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **5.30 SUBCONTRACTING**

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

### **5.31 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **5.32 NON-DISCRIMINATION**

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

### **5.33 CONFLICTS OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

### **5.34 WAIVER**

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

### **5.35 SEVERABILITY**

In the event that a court declares any provision of this contract invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

### **5.37 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Applicant, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government Contractor during the term of the contract if the Contractor is paid with funds appropriated by a legislative body.

**SECTION SIX**  
**ATTACHMENTS**

Exhibit 1: Estimated Monthly Calls and Time Duration

Offer Form: Offer Form pages OF-1 through OF-6  
Offer Form pages OF-7a through OF-7g

Commission Received

Wage Certificate

SPO Form 22 – Certification of Compliance for Final Payment

Exhibit A Surety Proposal Bond

Exhibit B Performance Bond (Surety)

Exhibit C Performance Bond

Exhibit D Labor and Material Payment Bond (Surety)

Exhibit E Labor and Material Payment Bond

Exhibit F Combination Performance and Payment Bond

## EXHIBIT 1

1) Total volume of Local and Intra-LATA phone calls (March 2009 – February 2010):

Local	284,654
Intra-LATA	61,430
Estimated monthly in-State calls	28,840 (284,654 + 61,430)/ 12

2) Average length of calls (March 2009 – February 2010):

Local	14.84 minutes
Intra-LATA	14.09 minutes

4) 2009 annual income generated by Local and Intra-LATA calls - \$699K

5) Commission Revenue (Inmate Phones) - 2007 – 2009

2007	\$118,882
2008	\$ 99,443
2009	\$104,875

6) Inmate Telephones

<u>Inmate Facilities</u>	<u>No. of Inmate Phones</u>
1. Hawaii CCC	14
2. Kauai CCC	2
3. Maui CCC	19
4. Oahu CCC	48
5. Halawa	39
6. Waiawa	15
7. Women's CCC	17
Total	154

7) Inter-LATA

No information is available for collect long distance calls made.

INMATE PAY TELEPHONE SYSTEM  
CORRECTIONS DIVISION  
RFP No.: PSD 10-COR-09

State of Hawaii  
Department of Public Safety  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions as revised by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Bid guaranty, made payable at sight or unconditionally assigned to the State of Hawaii for the amount of

<hr/>			
DOLLARS (\$ _____) is enclosed herewith in the form of:			
Legal Tender	( )	Surety Bond (use attached form)	( )
Cashier's Check	( )	Certificate of Deposit	( *)
Teller's Check	( )	Share Certificate	( *)
Certified Check	( )	Treasurer's Check	( )
Official Check	( )		

\*Bidder submitting a certificate of deposit or a share certificate is advised to contact the Purchasing Specialist named on the cover of this bid solicitation. The maximum penalty for early withdrawal, if any, must be added to the certificate amount. "Deposit, Assignment and Transfer of Certificate of Deposit" form must also be submitted with the bid.

Bidder is:

☐ Sole Proprietor    ☐ Partnership    ☐ \*Corporation    ☐ Joint Venture

☐ Other \_\_\_\_\_

\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_

Authorized (Original) Signature

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_ \*\* \_\_\_\_\_

Exact Legal Name of Company (Applicant)

\*\*If Applicant is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

1. Bidder must provide the address and telephone numbers of the facility for trouble calls:

Service Facility:

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No. \_\_\_\_\_

(Answering Service not acceptable)

Facsimile No. \_\_\_\_\_

2. A copy of Hawaii PUC Certificate of Public Convenience and Necessity is submitted with the Technical Proposal.

3. Insurance Coverage is carried by:

	<u>Carrier</u>	<u>Policy No.</u>	<u>Agent</u>
Workers' Compensation	_____	_____	_____
Temporary Disability	_____	_____	_____
Prepaid Health Care	_____		

Unemployment Insurance: State of Hawaii Labor No. \_\_\_\_\_

4. Client References: Bidder is required to supply the State with names, addresses, and telephone numbers of five companies or entities which the bidder has supplied long distance services, of similar size and usage requirements to those being requested in this IFB. As part of the investigation of your company, State personnel may call and possibly make visits to the customers whose names you furnish.

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Contract  
and Services Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Current Phone: \_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor \_\_\_\_\_

Name of Company

RFP No. PSD 10-COR-09

Description of Contract  
and Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Description of Contract  
and Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Description of Contract  
and Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

Client Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Description of Contract  
and Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Name: \_\_\_\_\_  
Current Phone: \_\_\_\_\_

The State reserves the right to contact all of the references listed to inquire about bidder's  
equipment, services, performance, and degree of customer satisfaction.

## Contractors Commission Percentage Guarantee

The Contractor must complete this form, or the bid will be rejected. **NO WARRANTY, EXPRESSED OR IMPLIED**, is made by the STATE that any contract resulting from this solicitation will include an equal or greater number of pay telephones, revenue, or minutes, of usage, as identified herein.

The Contractor is to enter on Line 1 the percentage factor they will guarantee to pay. The percentage factor will be entered with three decimal places. For example, if the guaranteed percentage amount is 50%, 50.000 would be entered on Line 1.

This percentage factor will be applied to the Contractor's gross revenue to determine the commissions owed to the STATE each month.

This percentage factor will be the basis for award, assuming all technical specifications have been met.

Line 1: PERCENTAGE GUARANTEE = \_\_\_\_\_ %

**PRICE SUMMARY**

**SCHEDULE A- PRICE PROPOSAL FOR INTERISLAND, INTERSTATE  
AND INTERNATIONAL LONG DISTANCE RATES**

\$ \_\_\_\_\_

**SCHEDULE B- OTHER COSTS**

\$ \_\_\_\_\_

**TOTAL - SCHEDULE PRICE SUMMARY**

\$ \_\_\_\_\_

Contractor \_\_\_\_\_

Name of Company

OFFER FORM

OF-5

RFP No. PSD 10-COR-09

**SCHEDULE A  
PRICED BID**

**INTERISLAND, INTERSTATE, AND INTERNATIONAL - LONG DISTANCE RATES**

Bidder shall calculate the usage charge based upon the calling data in Exhibit 1.

	<u>Rate Per Minute</u>		<u>Estimated No. of Minutes Per Month</u>		<u>Total</u>
1.	Interisland Calls:				
	\$_____	X	28,840	=	\$_____
2.	Interstate Calls:				
	\$_____	X	Information not available	=	\$_____
3.	International Calls*:			=	\$_____**

**TOTAL - SCHEDULE A: LONG DISTANCE RATES**

\$\_\_\_\_\_  
(Sum of 1, 2 and 3)

\* For all countries not listed on OFFER FORM pages OF-8a through OF-8g, please add them to the list along with the country's international rate based on one minute.

\*\* Total Estimated Cost of International Calls from Offer Form pages OF-8a through OF-8h.

Contractor \_\_\_\_\_

**SCHEDULE B  
PRICED BID**

**OTHER COSTS**

	Cost Per Line Per Call	Number of Inmate Pay Phone Lines	Estimated Pay Phone Lines	Total
Universal Service Fund Charge (Fed)	_____	X	274	= \$_____
Universal Service Fund Charge (State)	_____	X	274	= \$_____
Universal Service Charge	_____	X	274	= \$_____
Telecommunications Relay Service Surcharge	_____	X	274	= \$_____
Local Number Portability	_____	X	274	= \$_____
Other Charges (Surcharges, Fees, or Taxes)* (List Charges)	_____	X	274	= \$_____
	_____	X	274	= \$_____
	_____	X	274	= \$_____
	_____	X	274	= \$_____
	_____	X	274	= \$_____
<b>TOTAL - SCHEDULE B: OTHER COSTS</b>				\$_____

\*Note: If the bidder omits items from "other costs", the State will assume that the bidder has no other costs associated with long distance calls and the Inmate/Terminating Number will not pay for "other costs" in billings and the bidder must absorb any "other costs" as part of the cost of doing business. The Contractors shall not include all PIC charges.

### INTERNATIONAL RATES

		1	2	1 x 2=3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
1	Afghanistan			
2	Albania, Republic of		1	
3	Algeria		1	
4	American Samoa		10	
5	Andorra		1	
6	Angola		1	
7	Anguilla		1	
8	Antarctica (Casey Base)		1	
9	Antarctica (Scott Base)		1	
10	Antigua (Including Barbuda)		1	
11	Argentina		1	
12	Armenia		1	
13	Aruba		1	
14	Ascension Island		1	
15	Australia		1	
16	Austria		1	
17	Azerbaijan		1	
18	Bahamas		1	
19	Bahrain		1	
20	Bangladesh, People's Republic of		1	
21	Barbados		1	
22	Belarus		1	
23	Belgium		1	
24	Belize		1	
25	Benin, Republic of		1	
26	Bermuda		1	
27	Bhutan		1	
28	Bolivia		1	
29	Bosnia-Herzegovina, Republics of		1	
30	Botswana		1	
31	Brazil		1	
32	British Virgin Islands		1	
33	Brunei		1	
34	Bulgaria		1	
35	Burkina Faso		1	
36	Burundi		1	
37	Cambodia		1	
39	Cameroon, Republic of		1	

Contractor \_\_\_\_\_

Name of Contractor

### INTERNATIONAL RATES

		1	2	1 x 2=3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
40	Canada		10	
41	Cape Verde Islands		1	
42	Cayman Islands		1	
43	Central African Republic		1	
44	Chad, Republic of		1	
45	Chile		1	
46	China, People's Republic of		10	
47	Christmas Island		1	
48	Cocos Island		1	
49	Colombia		1	
50	Comoros, Federal and Islamic Republic of		1	
51	Congo, Democratic Republic of (Formerly Zaire)		1	
52	Congo, Republic of		1	
53	Cook Islands		1	
54	Costa Rica		1	
55	Croatia, Republic of		1	
56	Cuba		1	
57	Cyprus		1	
58	Czech Republic		1	
59	Denmark		1	
60	Diego Garcia		1	
61	Djibouti, Republic of		1	
62	Dominica		1	
63	Dominican Republic		1	
64	Easter Island		1	
65	Ecuador		1	
66	Egypt, Arab Republic of		1	
67	El Salvador		1	
68	Equatorial Guinea, Republic of		1	
69	Eritrea		1	
70	Estonia		1	
71	Ethiopia		1	
72	Faeroe Islands		1	
73	Falkland Islands		1	

Contractor: \_\_\_\_\_  
Name of Company

### INTERNATIONAL RATES

		1	2	1 x 2=3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
74	Fiji Islands		1	
75	Finland		1	
76	France		1	
77	French Antilles (Martinique, St. Barthelemy, and St. Martin)		1	
78	French Guiana		1	
79	French Polynesia (Including the Islands of Moorea and Tahiti)		1	
80	Gabon Republic		1	
81	Gambia		1	
82	Georgia		1	
83	Germany, Federal Republic of (Including former German Democratic Republic)		10	
84	Ghana		1	
85	Gibraltar		1	
86	Greece		1	
87	Greenland		1	
88	Grenada (Including Carriacou)		1	
89	Guadeloupe		1	
90	Guantanamo (U.S. Naval Base)		1	
91	Guatemala		1	
92	Guinea, Republic of		1	
93	Guinea-Bissau		1	
94	Guyana		1	
95	Haiti		1	
96	Honduras		1	
97	Hong Kong		10	
98	Hungary		1	
99	Iceland		1	
100	India		1	
101	Indonesia		1	
102	Iran		1	
103	Iraq		1	
104	Ireland			
105	Israel		1	
106	Italy		1	

Contractor: \_\_\_\_\_

Name of Company

### INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA	1 RATE PER MINUTE	2 ESTIMATED MINUTES PER MONTH	1 x 2=3 TOTAL PER MONTH
107	Ivory Coast, Republic of		1	
108	Jamaica		1	
109	Japan (Including Okinawa)		10	
110	Jordan		1	
111	Kazakhstan		1	
112	Kenya, Republic of		1	
113	Kiribati		1	
114	Korea, Democratic People's Republic of		1	
115	Korea, Republic of		1	
116	Kuwait		1	
117	Kyrgyzstan		1	
118	Laos		1	
119	Latvia		1	
120	Lebanon		1	
121	Lesotho		1	
122	Liberia		1	
123	Libyan Arab People's Socialist Jamahiriya		1	
124	Liechtenstein		1	
125	Lithuania		1	
126	Luxembourg		1	
127	Macao		1	
128	Macedonia, Former Yugoslav Republic of		1	
129	Madagascar, Republic of		1	
130	Malawi		1	
131	Malaysia		1	
132	Maldives, Republic of		1	
133	Mali, Republic of		1	
134	Malta		1	
135	Marshall Islands		10	
136	Mauritania, Islamic Republic of		1	
137	Mauritius		1	
138	Mayotte Island		1	
139	Mexico		1	
140	Micronesia, Federated States of		10	

Contractor: \_\_\_\_\_

### INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA	1	2	1 x 2=3
		RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
141	Moldova		1	
142	Monaco		1	
143	Mongolia		1	
144	Montserrat		1	
145	Morocco, Kingdom of		1	
146	Mozambique		1	
147	Myanmar		1	
148	Namibia		1	
149	Nauru		1	
150	Nepal		1	
151	Netherlands		1	
152	Netherlands Antilles (Bonaire, Curacao, Saba, St. Eustatius and St. Martin)		1	
153	New Caledonia		1	
154	New Zealand (Including Chatham Island)		1	
155	Nicaragua		1	
156	Niger, Republic of		1	
157	Nigeria, Federal Republic of		1	
158	Niue		1	
159	Norfolk Island		1	
160	Norway (Including Svalbard)		1	
161	Oman		1	
162	Pakistan		1	
163	Palau, Republic of		1	
164	Panama, Republic of		1	
165	Papua New Guinea (Admiralty Islands, Bougainville, New Britain and New Ireland)		1	
166	Paraguay		1	
167	Peru		1	
168	Philippines		1	
169	Pitcairn Island		1	
170	Poland, Republic of		1	
171	Portugal (Including Azores and Madeira Islands)		1	
172	Qatar		1	
173	Reunion Island		1	
174	Romania		1	
175	Russia		1	

Contractor: \_\_\_\_\_  
Name of Company

### INTERNATIONAL RATES

ITEM NO.	INTERNATIONAL COUNTRY OR AREA	1 RATE PER MINUTE	2 ESTIMATED MINUTES PER MONTH	1 x 2=3 TOTAL PER MONTH
176	Rwanda		1	
177	San Marino		1	
178	Sao Tome		1	
179	Saudi Arabia		1	
180	Senegal, Republic of		1	
181	Seychelles Islands		1	
182	Sierra Leone		1	
183	Singapore, Republic of		1	
183	Slovakia		1	
184	Slovenia, Republic of		1	
185	Solomon Islands		1	
186	Somali Republic		1	
187	South Africa, Republic of		1	
188	Spain (Including Balearic Islands, Canary Islands, Ceuta, and Melilla)		1	
189	Sri Lanka, Democratic Socialist Republic of		1	
190	St. Helena		1	
191	St. Kitts/Nevis		1	
192	St. Lucia		1	
193	St. Pierre & Miquelon		1	
194	St. Vincent & The Grenadines		1	
195	Sudan		1	
196	Suriname, Republic of		1	
197	Swaziland		1	
198	Sweden		1	
199	Switzerland		1	
200	Syrian Arab Republic		1	
201	Taiwan		10	
202	Tajikistan		1	
203	Tanzania		1	
204	Thailand		1	
205	Togo, Republic of		1	
206	Tonga Islands		1	
207	Trinidad & Tobago, Republic of		1	
208	Tunisia		1	
209	Turkey		1	
210	Turkmenistan		1	
211	Turks & Caicos Islands		1	
212	Tuvalu		1	

Contractor: \_\_\_\_\_  
Name of Company

### INTERNATIONAL RATES

		1	2	1 x 2=3
ITEM NO.	INTERNATIONAL COUNTRY OR AREA	RATE PER MINUTE	ESTIMATED MINUTES PER MONTH	TOTAL PER MONTH
213	Uganda		1	
214	Ukraine		1	
215	United Arab Emirates (Abu Dhabi, Ajman, Dubai, Fujairah, Ras al Khaimah, Sharjah, and Umm al Qaiwain)		1	
216	United Kingdom (Including the Channel Islands, England, Isle of Man, Northern Ireland, Scotland and Wales)		1	
217	Uruguay		1	
218	Uzbekistan		1	
219	Vanuatu, Republic of		1	
220	Vatican City		1	
221	Venezuela		1	
222	Vietnam, Socialist Republic of		1	
223	Wallis & Futuna Islands		1	
224	Western Sahara		1	
225	Western Samoa		1	
226	Yemen, Republic of (Including Aden & Almahrah)		1	
227	Yugoslavia, Federal Republic of		1	
228	Zambia		1	
229	Zimbabwe		1	
	<b>Estimated Total Costs for International Calls</b>			

Contractor: \_\_\_\_\_

Name of Company

DEPARTMENT OF PUBLIC SAFETY  
Commissions Earned - September 2006 - August 2009

<b>MONTH</b>	<b>COMMISSIONS EARNED</b>	
<b>2006</b>		
September	\$10,479.46	
October	\$10,537.28	
November	\$10,917.24	
December	\$10,875.77	<b>\$42,809.75</b>
<b>2007</b>		
January	\$10,515.33	
February	\$9,274.28	
March	\$10,130.22	
April	\$9,212.47	
May	\$10,382.53	
June	\$10,288.86	
July	\$10,687.61	
August	\$10,281.96	
September	\$9,853.08	
October	\$9,743.50	
November	\$9,258.29	
December	\$9,254.13	<b>\$118,882.26</b>
<b>2008</b>		
January	\$8,672.76	
February	\$7,734.09	
March	\$8,383.15	
April	\$7,426.01	
May	\$7,821.85	
June	\$9,359.67	
July	\$9,082.85	
August	\$8,812.74	
September	\$7,933.79	
October	\$7,854.48	
November	\$8,352.01	
December	\$8,009.20	<b>\$99,442.60</b>
<b>2009</b>		
January	\$8,074.70	
February	\$7,345.55	
March	\$9,292.74	
April	\$8,988.98	
May	\$9,549.24	
June	\$8,260.53	
July	\$7,366.30	
August	\$12,481.96	<b>\$71,360.00</b>
<b>TOTAL</b>	<b>\$332,494.61</b>	

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: IFB No.: PSD 10-COR-09

Title of IFB: Inmate Pay Telephone Services for Correctional Facilities Statewide

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Reference: \_\_\_\_\_  
(Contract Number) (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, \_\_\_\_\_  
(Company Name)  
acknowledges that making a false statement shall cause its suspension and may cause its  
debarment from future awards of contracts.

Date: \_\_\_\_\_

EXHIBIT A

**SURETY PROPOSAL BOND**  
(11/17/98)

Bond No. \_\_\_\_\_

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
(Full Name or Legal Title of Contractor)

as Contractor, hereinafter called Principal, and

\_\_\_\_\_,  
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety

in the State of Hawaii, are held and firmly bound unto \_\_\_\_\_,  
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
(Required Amount of Bid Security)

Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted an offer for \_\_\_\_\_

\_\_\_\_\_.  
(Project by Number and Brief Description)

**NOW, THEREFORE:**

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

EXHIBIT B

**PERFORMANCE BOND (SURETY)**  
(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
*(Full Legal Name and Street Address of Contractor)*

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
*(Name and Street Address of Bonding Company)*

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
*(State/County Entity)*

its successors and assigns, hereinafter called Oblige, in the amount of \_\_\_\_\_

\_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_), to which payment Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, the above-bound Principal has signed a Contract with Oblige on  
\_\_\_\_\_, for the following project:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW THEREFORE**, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in  
strict accordance with the terms of the Contract as said Contract may be modified or amended  
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed there under, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

EXHIBIT C

**PERFORMANCE BOND**  
(11/17/98)

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Oblige, hereinafter called  
(State/County Entity)  
Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_  
(Dollar Amount of Contract)

DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Oblige, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to  
Description \_\_\_\_\_;  
\_\_\_\_\_;
- ☐ Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_, issued by  
\_\_\_\_\_ drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;
- ☐ Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by  
\_\_\_\_\_ drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Official Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned \_\_\_\_\_;  
\_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW, THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully

completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Contractor

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

EXHIBIT D

**LABOR AND MATERIAL PAYMENT BOND (SURETY)**

(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_,  
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above-bound Principal has signed Contract with the Obligee on \_\_\_\_\_ for the following project: \_\_\_\_\_

\_\_\_\_\_ hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed there under, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

EXHIBIT E

**LABOR AND MATERIAL PAYMENT BOND**

(11/17/98)

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

\_\_\_\_\_, its successors and assigns, as Oblige, hereinafter called  
(State/County Entity)

Oblige, in the amount of \_\_\_\_\_

\_\_\_\_\_  
(Dollar Amount of Contract)

DOLLARS (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which to the said Oblige, well and truly to be made, Contractor binds itself, its heirs, executors, administrators, successors and assigns, firmly by these presents. Said amount is evidenced by:

- ☐ Legal tender;
- ☐ Share Certificate unconditionally assigned to or made payable at sight to  
Description \_\_\_\_\_;  
\_\_\_\_\_;
- ☐ Certificate of Deposit, No. \_\_\_\_\_, dated \_\_\_\_\_, issued by  
\_\_\_\_\_;  
drawn on \_\_\_\_\_;  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;
- ☐ Cashier's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by  
\_\_\_\_\_;  
drawn on \_\_\_\_\_;  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;
- ☐ Teller's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by  
\_\_\_\_\_;  
drawn on \_\_\_\_\_;

a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Treasurer's Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

☐ Official Check No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_,  
drawn on \_\_\_\_\_,  
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

Certified Check No. \_\_\_\_\_, dated \_\_\_\_\_,  
accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration,  
payable at sight or unconditionally assigned to \_\_\_\_\_;  
\_\_\_\_\_;

**WHEREAS:**

The Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Obligee for the following Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

**NOW, THEREFORE,**

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the

improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens, which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Contractor

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC

EXHIBIT F

**COMBINATION PERFORMANCE AND PAYMENT BOND**

(6/21/07)

**KNOW TO ALL BY THESE PRESENTS:**

That we, \_\_\_\_\_,  
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_,  
(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a  
surety in the State of Hawaii, are held and firmly bound unto the \_\_\_\_\_,  
(State/County Entity)  
its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

\_\_\_\_\_  
(Twice the Dollar Amount of Contract)

DOLLARS (\$ \_\_\_\_\_) (being \_\_\_\_\_)  
DOLLARS as performance bond and \_\_\_\_\_  
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price  
as required by 103D-324, Haw. Rev. Stat.), lawful money of the United States of America, for  
the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

**WHEREAS:**

The Principal has by written agreement dated \_\_\_\_\_ signed a contract with  
Obligee for the following Project: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_,  
hereinafter called Contract, which Contract is incorporated herein by reference and made a part  
hereof.

**NOW, THEREFORE,**

The condition of this obligation is such that, if Principal shall promptly and faithfully  
perform the Contract in accordance with, in all respects, the stipulations, agreements,  
covenants and conditions of the Contract as it now exists or may be modified according to its  
terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully  
completed as in the Contract specified and free from all liens and claims and without further

**COMBINATION PERFORMANCE  
AND PAYMENT BOND**

cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Principal or its agents or servants or the improper performance of the Contract by the Principal or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

**AND IT IS HEREBY STIPULATED AND AGREED** that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

**AND IT IS HEREBY STIPULATED AND AGREED** that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

**AND IT IS HEREBY STIPULATED AND AGREED** that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefore after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-225, Hawaii Administrative Rules.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Name of Principal (Contractor)

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Name of Surety

\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC